

VOLUNTARY AGREEMENT REGARDING

YONI FOOD MARKET

101 15TH Street, N.E.

Washington, D.C. 20002

10595

COMMISSIONER ALBRETTE GIGI RANSOM, on behalf of the residents of ANC 6B10, (party of the first part, hereinafter referred to as "Protestant") and YONI, INC. t/a YONI FOOD MARKET, 101 15TH Street, N.E., Washington, D, C., 20002 (the party of the second part, hereinafter referred to as "Licensee") hereby reach the following agreement for renewal of Licensee's Class "B" Alcoholic Beverage License, for the aforesaid store and the Protestant withdraws her protest, subject to the following:

Whereas, the LICENSEE is one of several commercial establishments operating within the community business-zoned district (C2A) located in the area;

Whereas, PROTESTANT understands that LICENSEE seeks to continue the successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood;

Whereas, the LICENSEE having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANT and LICENSEE, both acknowledge that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas, given the desire and the understanding that the LICENSEE wishes to work with the PROTESTANT and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of a convenience store holding a Class B license in a residential neighborhood; and

Whereas the PROTESTANT seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANT in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1.) LICENSEE will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, without regard to the fact that the same may not have been purchased at its store and shall cause such area to be free of litter at the opening and closing of its store as is reasonable and practicable for a convenience store holding a Class B license.

2.) LICENSEE will operate its store seven days per week from 7:30 a.m. to 10:00 p.m. Any business need for a change in those operating hours will be discussed with PROTESTANT.

3.) LICENSEE, in addition to continuing to maintain the exterior areas immediately adjacent to its store clean and free from litter, shall pick up trash on the sidewalk and gutter to the area immediately to the left and right of the store from a distance of fifty (50) feet at least once daily.

4.) Licensee shall take reasonable efforts to discourage people from loitering near its store by direct request as well as communications with the Metropolitan Police Department (the "MPD") and post signs, if necessary, to discourage loitering.

5.) The Licensee shall insure that there is ample lighting in the vestibule and front window area of its store. The licensee will install at least one overhead floodlight over the entrance way to the store.

6.) Licensee shall not sell alcoholic beverages to inebriants or to minors.

7.) Licensee shall not under any circumstances sell or offer to sell single cigarettes, or sell cigarettes to minors.

8.) The Licensee shall not under any circumstances sell or offer to sell pipes, needles, small bags or any other items which may be regarded as drug paraphernalia.

9.) The Licensee shall maintain the front door of the store free of any signs or other items which may obstruct a view into the store from the street. All exterior paper signs other than the name of the store, or such signs as may be required by law to be so displayed, shall be removed from the storefront.

10.) The Protestant and Licensee shall jointly, in writing, notify the Advisory Neighborhood Commission and the other merchants, and residents in the area of this agreement, and shall encourage the same to support and assist in furthering the improvements sought by this agreement.

11.) Licensee agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

12.) If any party hereto believes in good faith that the Licensee is in violation of this Voluntary Agreement, written notice specifying alleged violation shall be delivered to the Licensee and the Licensee shall have ten (10) days after receipt of such written notice to come into compliance with this Voluntary Agreement or respond to said alleged notice of default.

13.) If the Licensee fails to cure any default of this Voluntary Agreement as provided for herein, such non-compliance will constitute grounds for any Protestant to petition the ABC Board for issuance of an order to Show Cause for the purpose of revoking Yoni Food Market's license or ordering it to come into compliance with the terms of this Voluntary Agreement.

14.) This voluntary Agreement is binding on the Licensee and its assigns and will continue in force for any or all subsequent license holders at this location during the license period.

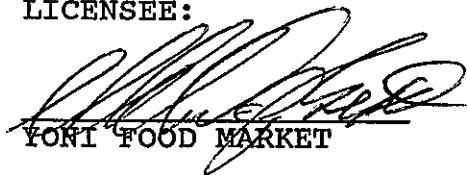
15). This agreement shall be executed in three counterparts, each of which shall constitute an original.

16.) THE PROTESTANT HEREBY WITHDRAWS THE OPPOSITION. ^{GSR} 18

IN WITNESS WHEREOF, the parties have caused this Voluntary Agreement to be executed effective as of the day herein written.

DATED: February 20th, 1996

LICENSEE:


YONI FOOD MARKET

PROTESTANT:


ALBRETTE GIGI RANSOM

BY:
OWNER'S SIGNATURE

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Yoni, Inc.

t/a Yoni Food Market

Application for a Retailer's

License Class B - renewal

at premises

101 15th Street, N.W.

Washington, D.C.

Case No. 10595-96024P

Gottlieb Simon, Acting Executive Secretary, on behalf of Advisory Neighborhood Commission 6B; Albrette Ransom, Single Member District Commissioner, Advisory Neighborhood Commission 6B, Protestants

Kifle Ogbe, President, on behalf of Applicant

Leonard E. Birdson, Esquire, on behalf of Applicant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson;
DENNIS BASS, Member;
JAMES C. JEFFERSON, Member
JAMES L. O'DEA, III, ESQUIRE, Member
BARBARA L. SMITH, ESQUIRE, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on January 8, 1996, in accordance with D.C. Code 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Gottlieb Simon, Acting Executive Secretary, on behalf of Advisory Neighborhood Commission 6B; and Albrette Ransom, Single Member District Commissioner, Advisory Neighborhood Commission 6B, filed timely protest letters. At the roll call hearing Mr. Simon's opposition was dismissed on the ground that there is no factual basis to his opposition.

The official records of the Board reflect that parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.^{2/} Pursuant to the Agreement,

^{1/} See Agreement dated February 20, 1996.

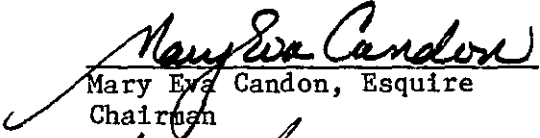
Yoni, Inc.
t/a Yoni Food Market
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the Protestant has agreed to withdraw his protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, it is this 6th day of March 1996,
ORDERED that:

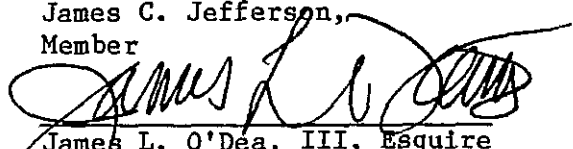
1. The protest of David C. Jory, Chair, on behalf of the Advisory Neighborhood Commission 3B, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Yoni, Inc. t/a Yoni Food Market for a retailer's license class B - renewal, at location 1001 15th Street, N.E., be, and the same hereby is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.


DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD


Mary Eva Candon, Esquire
Chairman


Dennis Bass
Member

James C. Jefferson,
Member


James L. O'Dea, III, Esquire
Member


Barbara L. Smith, Esquire
Member

10595

AGREEMENT

YONI, INC. t/a YONI FOOD MARKET, 101 15TH Street, N.E., Washington, D.C. 20002, (hereinafter referred to as the "Licensee") and Gottlieb Simon, Executive Director, ANC 6B, (the "Protestant") hereby reach the following agreement for renewal of Licensee's Class "B" Alcoholic Beverage License, for the aforesaid store and the Protestant withdraws his protest, subject to the following:

Whereas, the Licensee is one of several commercial establishments operating within the community in the business-zoned district (C-2-A) located in the area; and,

Whereas, Protestant understands that Licensee seeks to continue the successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood; and,



Whereas, the Licensee having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the Protestant and Licensee, both acknowledge that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants; and,

Whereas, given the desire and the understanding that the Licensee wishes to work with the Protestant and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of a convenience store holding a Class B license in a residential neighborhood; and,

Whereas the Protestant seeks to encourage the economic re-growth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the Protestant in improving the quality of life and ensuring the safety of the residents of the neighborhood; and,

Whereas, the Licensee herein certifies that it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee, penalty interest or past due tax;

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1.) Licensee will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, without regard to the fact that the same may not have been purchased at its store, and shall cause such area to be free of litter at the opening and closing of its store as is reasonable and practicable for a convenience store holding a Class B license.

2.) Licensee will operate its store seven days per week from 7:30 a.m. to 10:00 p.m. Any business need for a change in those operating hours will be discussed with Protestant.



3.) Licensee, in addition to continuing to maintain the exterior areas immediately adjacent to its store clean and free from litter, shall pick up trash on the sidewalk and gutter to the area immediately to the left and right of the store from a distance of fifty (50) feet at least once daily.

4.) Licensee shall take reasonable efforts to discourage people from loitering near its store by direct request as well as by communications with the Metropolitan Police Department (the "MPD") and shall post signs, if necessary, to discourage loitering.

5.) The Licensee shall insure that there is ample lighting in the vestibule and front window area of its store. The licensee will maintain at least one overhead floodlight over the entrance way to the store.

6.) Licensee shall not sell alcoholic beverages to inebriants or to minors.

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7.) Licensee shall not under any circumstances sell or offer to sell single cigarettes, or sell cigarettes to minors.

8.) The Licensee shall not under any circumstances sell or offer to sell pipes, needles, small bags or any other items which may be regarded as drug paraphernalia.

9.) The Licensee shall maintain the front door of the store free of any signs or other items which may obstruct a view into the store from the street. All exterior paper signs other than the name of the store, or such signs as may be required by law to be so displayed, shall be removed from the storefront.

10.) The Protestant and Licensee shall jointly, in writing, notify the Advisory Neighborhood Commission and the other merchants, and residents in the area of this agreement, and shall encourage the same to support and assist in furthering the improvements sought by this agreement.

11.) Licensee agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.



12.) If any party hereto believes in good faith that the Licensee is in violation of this Voluntary Agreement, written notice specifying alleged violation shall be delivered to the Licensee and the Licensee shall have ten (10) days after receipt of such written notice to come into compliance with this Voluntary Agreement or respond to said alleged notice of default.

13.) If the Licensee fails to cure any default of this Voluntary Agreement as provided for herein, such non-compliance will constitute grounds for Protestant to petition the ABC Board for issuance of an order to Show Cause for the purpose of revoking License's ABC license or ordering it to come into compliance with the terms of this Agreement.

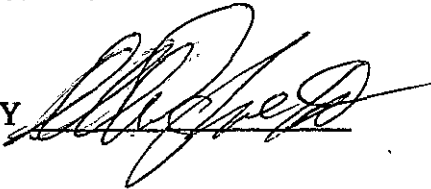
14.) This Agreement is binding on the Licensee and its assigns and will continue in force for any or all subsequent license holders at this location during the license period. 15.) This agreement shall be executed in three counterparts, each of which shall constitute an original.

Dgt


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day herein written.

DATED: 8/1/98

Licensee:

BY 

Protestant:

BY: 
GOTTLIEB SIMON

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Yoni, Inc.
t/a Yoni Food Market

Application for a Retailer's Class
B License – renewal

101 15th Street, N.E.
Washington, D.C.

Case no. 10595-98044P

**Gottlieb Simon, Executive Director, on behalf of Advisory Neighborhood Commission 6B,
Protestant**

Kifle Ogbe, President, on behalf of Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Ellen Oppenheimer, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The matter, having been protested, came before the Board for public hearing on May 27, 1998, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Gottlieb Simon, Executive Director, on behalf of Advisory Neighborhood Commission 6B, filed a protest letter dated May 11, 1998.

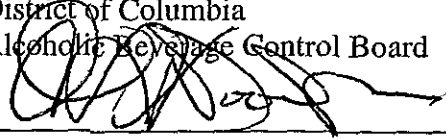
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated August 1, 1998, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

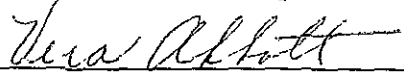
Yoni, Inc.
t/a Yoni Food Market
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Accordingly, it is this 28th day of JUNE 2000, **ORDERED** that:


1. The opposition of GottliebSimon, Executive Director, on behalf of the Advisory Neighborhood Commission 6B, be, and the same hereby, is **WITHDRAWN**;
2. The application of Yoni, Inc. t/a Yoni Food Market for a retailer's class B license (renewal), located at 101 - 15th Street, N.E., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member